

FIXED RATE COMMERCIAL NOTE

\$200,000.00

Killingly, CT

September 6, 2006

I. TERMS OF PAYMENT

FOR VALUE RECEIVED, **GREEN HOLLOW ASSOCIATES, LLC**, a Massachusetts Limited Liability Company having with a mailing address of 9 Lois Lane, Sharon, MA 02067, (hereinafter called the "Borrower") promises to pay to the order of **PORTFOLIO PROPERTIES, LLC**, a Connecticut Limited Liability Company having a mailing address of P.O. Box 540, Brooklyn, CT 06234 (hereinafter referred to as the "Holder") at such place as holder may designate, the sum of **TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00)** Dollars (hereinafter referred to as the "Principal"), the Principal, together with interest set at New York Prime plus **SIX (6%) PER CENT** per annum, and shall be adjusted on the first day of each month following any change in said prime rate. Said principal together with accumulated interest shall be due and payable on or before March 6, 2008 unless sooner paid.

Borrower shall pay all costs of collection of this Note (which terms shall also include any renewals or extensions hereof) incurred by the Holder, including reasonable attorneys' fees, and court costs (all of the sums which are due or to become due from the Borrower to the Holder hereunder are hereinafter collectively called the "Indebtedness").

II. EVENTS OF DEFAULT; ACCELERATION

Upon failure to make any payment when due, or upon failure to perform any other obligations of the Borrower to the Holder or in the event of any proceedings being instituted by or against the Borrower under any laws relating to bankruptcy, insolvency, receivership, or arrangements with creditors, (each of which is hereinafter called an "Event of Default"), or in the event that title or any interest in the premises mortgaged to secure the Indebtedness is transferred to anyone other than the Borrower hereunder, thereupon, or at any time thereafter (such default not having previously been cured), the Holder may, without notice or demand, declare the Indebtedness to be immediately due and payable.

III. NON-WAIVER BY HOLDER; SEVERABILITY

No modification or amendment hereof shall be effective unless in writing. No extension of time for payment, delay in enforcement hereof, nor any renewal of this Note, whether with or without notice shall operate as a waiver of any rights hereunder or release or alter the obligations of the Borrower. No failure by Holder to enforce any of its rights hereunder or partial enforcement thereof, shall constitute a waiver thereof or preclude the subsequent enforcement of such rights in the same or similar circumstances.

In the event that any provision hereof shall be found to be invalid or unenforceable under applicable law, such provision shall be invalid or unenforceable only to that extent and such invalidity or unenforceability shall not affect the remaining provisions of this Note.

IV. JOINT AND SEVERAL OBLIGATIONS

This note and all obligations hereunder shall be the joint and several obligations of all makers and guarantors and each provision hereof shall apply to each and all jointly and severally.

V. COMMERCIAL TRANSACTION; WAIVER BY BORROWER

1. Borrower certifies that this is a commercial transaction.
2. Borrower represents and warrants to the Holder that all proceeds of this loan

are to be used for commercial purposes, and none of such proceeds shall be used for personal, family, household, or agricultural purposes.

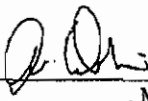
3. Borrower expressly waives all rights under Section 52-278a through 52-278g of the Connecticut General Statutes to any notice or hearing prior to the obtaining by Holder of any prejudgment remedy in connection with this Note, including without limitation, garnishment, attachment or replevin against any property owned or possessed by Borrower.

4. Borrower waives presentment, demand, notice of dishonor and protest of this Note.


VI. PREPAYMENT


Borrower reserves the right to prepay this obligation in whole or in part at any time without penalty.

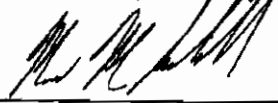
GREEN HOLLOW ASSOCIATES, LLC

By:  , MEMBER

In the event that this Note is not timely satisfied and that the public or private sale of the premises securing this Note shall not satisfy said Note, then any remaining balance shall be unconditionally guaranteed up to and including One Hundred Thousand (\$100,000.00) Dollars by the undersigned who shall waive presentment and demand for payment and protest and notice of dishonor.


Alvin Dubin, Individually


Ronald E. Parsons, Individually


Moss M. Sidell, Individually